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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III

1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

ORIGINAL

VIA FIRST CLASS MAIL

Almamet USA, Inc.  
Joseph R. Jackman, Registered Agent  
P.O. Box 529  
Columbiana, OH 44408-0529

NOV 23 2010

**Re: Required Submission of Information  
Remacor, Inc. Superfund Site  
West Pittsburg, Lawrence County, PA**

Dear Mr. Jackman:

The U.S. Environmental Protection Agency ("EPA") is seeking information concerning documents that were removed from the Remacor, Inc. Superfund Site, which is located in West Pittsburg, Lawrence County, Pennsylvania ("Site"). EPA believes that representatives of Almamet USA, Inc. ("Almamet USA" or "you"), acting on its own behalf or on behalf of Almamet GmbH, removed or destroyed documents stored at the Site related to the operations of Remacor, Inc. ("Remacor") and its predecessors<sup>1</sup> between 1975 and 2006. The documents may have related to the disposal of hazardous substances at the Site or to the ability of Remacor to pay for the environmental cleanup at the Site. The specific information requested from Almamet USA is attached to this letter as Enclosure E.

Pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9604(e), EPA has the authority to require you to furnish all information and documents in your possession, custody or control, or in the possession, custody or control of any of your employees or agents, which concern, refer, or relate to, among other things, to the ability of a person, as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21), to pay for or perform an environmental cleanup under CERCLA.

Section 104 of CERCLA authorizes EPA to pursue penalties for failure to comply with that section or for failure to respond adequately to required submissions of information. In addition, providing false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. Section § 1001. The information you provide may be used by EPA in administrative, civil, or criminal proceedings.

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1. Reactive Metals and Alloys Corp. and Rossborough-Remacor, LLC

You must respond in writing to this required submission of information (see Enclosure E) for a list of specific information requested) within **thirty (30) calendar days** of your receipt of this letter.

If, for any reason, you do not provide all information responsive to this letter, then in your answer to EPA you must: (1) describe specifically what was not provided, and (2) provide to EPA an appropriate reason why the information was not provided.

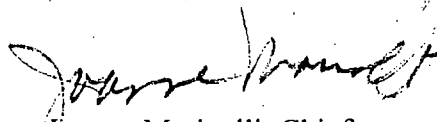
All documents and information should be sent to:

Ms. Carlyn Winter Prisk (3HS62)  
U.S. Environmental Protection Agency  
Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

This required submission of information is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. Section 3501, et seq.

If you have any questions concerning this matter, please contact Civil Investigator Carlyn Winter Prisk at (215) 814-2625, or have your attorney contact Assistant Regional Counsel Alison Lecker at (215) 814-2698.

Sincerely,

  
Joanne Marinelli, Chief  
Cost Recovery Branch

- Enclosures: A. Business Confidentiality Claims/Disclosure of Your Response to  
EPA Contractors and Grantees  
B. List of Contractors that May Review Your Response  
C. Definitions  
D. Instructions  
E. Information Requested

cc: Alison Lecker (3RC41)  
Carlyn Winter Prisk (3HS62)  
Mariruth Hoffman (PADEP)  
Jack Downie (3HS32)  
Jarrod Duffy, Esq. (Thorp, Reed & Armstrong, One Oxford Centre, 301 Grant St, 14<sup>th</sup>  
Floor, Pittsburgh, PA 15219).

## **Enclosure A**

### **Business Confidentiality Claims**

You are entitled to assert a claim of business confidentiality covering any part or all of the submitted information, in the manner described in 40 C.F.R. Part 2, Subpart B. Information subject to a claim of business confidentiality will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If a claim of business confidentiality is not asserted when the information is submitted to EPA, EPA may make this information available to the public without further notice to you. You must clearly mark such claimed information by either stamping or using any other such form of notice that such information is a trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

### **Disclosure of Your Response to EPA Contractors and Grantees**

EPA may contract with one or more independent contracting firms (See "Enclosure B") to review the documentation, including documents which you claim are confidential business information ("CBI"), which you submit in response to this information request, depending on available agency resources. Additionally, EPA may provide access to this information to (an) individual(s) working under (a) cooperative agreement(s) under the Senior Environmental Employee Program ("SEE Enrollees"). The SEE Program was authorized by the Environmental Programs Assistance Act of 1984 (Pub. L. 98-313). The contractor(s) and/or SEE Enrollee(s) will be filing, organizing, analyzing and/or summarizing the information for EPA personnel. The contractors have signed a contract with EPA that contains a confidentiality clause with respect to CBI that they handle for EPA. The SEE Enrollee(s) is working under a cooperative agreement that contains a provision concerning the treatment and safeguarding of CBI. The individual SEE Enrollee has also signed a confidentiality agreement regarding treatment of CBI. Pursuant to Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and EPA's regulations at 40 C.F.R. § 2.310(h), EPA may share such CBI with EPA's authorized representatives which include contractors and cooperators under the Environmental Programs Assistance Act of 1984. (See 58 Fed.Reg. 7187 (1993)). If you have any objection to disclosure by EPA of documents which you claim are CBI to any or all of the entities listed in Enclosure B, you must notify EPA in writing at the time you submit such documents.

## Enclosure B

[rev. 10/2010]

### List of Contractors That May Review Your Response

**Artic Slope Regional Corporation**

Contract # EP-W-05-052

Subcontractor: Booz-Allen & Hamilton

**Booz-Allen & Hamilton**

Contract # GS-35F-0306J (GSA Schedule)

**CDM-Federal Programs Corporation**

Contract # EP-S3-07-06

Subcontractors: L. Robert Kimball & Associates Inc.  
Page Technologies Inc.  
Avatar Environmental LLC  
Terradon Corporation

**Chenega Global Services, LLC**

Contract #EP-S3-09-02

**EA Engineering, Science and Technology, Inc.**

Contract #EP-S3-07-07

Subcontractor: URS

**Eisenstein Malanchuck, LLP**

Contract #EP-W-07-079

Subcontractors: R. M. Fields International, LLC  
James C. Hermann & Associated  
MacRae & Company, Inc.

**Guardian Environmental Services**

Contract # EP-S3-07-02

Subcontractor: Aerotech, Inc.  
Guardian Equipment

**Hydrogeologic (HGL)**

Contract #EP-S3-07-05

Subcontractor: CH2MHill  
Sullivan International

**Kemron**

Contract # EP-S3-07-03

Subcontractor: Clean Venture/Cycle Chem Inc.  
CMC Inc.  
Los Alamos Technical Assoc., Inc.  
Carlucci Construction

**Weston Solutions**

Contract #EP-S3-1005

**Tech Law, Inc.**

Contract #EP-S3-1004

**Tetra Tech NUS, Inc.**

Contract #EP-S3-07-04

**WRS Infrastructure & Environment, Inc.**

Contracts # EP-S3-07-01 and #EP-S3-07-09

Subcontractors: AEG Environmental  
Environmental Staffing  
Veolia Environmental Services  
Lewis Environmental Group

**Industrial Economics, Inc.**

Contract # EP-W-06-092

Cooperative Agreements

**National Association of Hispanic Elderly**

#CQ-832815

#CQ 83424401

## Enclosure C

### Definitions

1. The term "arrangement" shall mean every separate contract or other agreement or understanding between two or more persons, whether written or oral.
2. The term "documents" shall mean writings, photographs, sound or magnetic records, drawings, or other similar things by which information has been preserved and also includes information preserved in a form which must be translated or deciphered by machine in order to be intelligible to humans. Examples of documents include, but are not limited to, electronic mail and other forms of computer communication, drafts, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, summaries, pamphlets, books, invoices, checks, bills of lading, weight receipts, toll receipts, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, policies of insurance, logs, inter-office and intra-office communications, notations of any conversations (including, without limitation, telephone calls, meetings, and other communications such as e-mail), bulletins, printed matter, computer printouts, invoices, worksheets, graphic or oral records or representations of any kind (including, without limitation, charts, graphs, microfiche, microfilm, videotapes, recordings and motion pictures), electronic, mechanical, magnetic or electric records or representations of any kind (including, without limitation, tapes, cassettes, discs, recordings and computer memories), minutes of meetings, memoranda, notes, calendar or daily entries, agendas, notices, announcements, maps, manuals, brochures, reports of scientific study or investigation, schedules, price lists, data, sample analyses, and laboratory reports.
3. The term "hazardous substance" means (a) any substance designated pursuant to section 1321(b)(2)(A) of Title 33 of the U.S. Code, (b) any element, compound, mixture, solution, or substance designated pursuant to Section 9602 of CERCLA, (c) any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (42 U.S.C. § 6921) (but not including any waste the regulation of which under the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq., has been suspended by Act of Congress), (d) any toxic pollutant listed under Section 1317(a) of Title 33, (e) any hazardous air pollutant listed under section 112 of the Clean Air Act, 42 U.S.C. § 7412, and (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to Section 2606 of Title 15 of the U.S. Code. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

4. The term "pollutant or contaminant" shall include, but not be limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such organisms or their offspring, except that the term "pollutant or contaminant" shall not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under CERCLA, and shall not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality (or mixtures of natural gas and such synthetic gas).
5. The term "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (a) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (b) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (c) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954, 42 U.S.C. § 2011 et seq., if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under Section 170 of such Act, 42 U.S.C. § 2210, or, for the purposes of Section 9604 of CERCLA or any other response action, any release of source, byproduct, or special nuclear material from any processing site designated under 42 U.S.C. §§ 7912(a)(1) and 7942(a) and (d) the normal application of fertilizer.
6. The term "waste" or "wastes" shall mean and include any discarded materials including, but not limited to, trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, pollutants or contaminants, and discarded or spilled chemicals, whether solid, liquid, or sludge.
7. The term "you" when referring to an incorporated entity shall mean and include the incorporated entity and its agents and representatives, including, but not limited to, persons directly authorized to transact business on the entity's behalf such as officers, directors, or partners with which the entity is affiliated; employees, accountants, engineers, or other persons who conduct business on the entity's behalf, as well as affiliated entities, including, but not limited to, partnerships, limited liability companies, divisions, subsidiaries, and holding companies.

## **Enclosure D**

### **Instructions**

1. You are entitled to assert a claim of business confidentiality covering any part or all of the information you submit. If you desire to assert a claim of business confidentiality, please see Enclosure A, *Business Confidentiality Claims/Disclosure of Your Response to EPA Contractors and Grantees*. You must clearly mark such information by either stamping or using any other form of notice that such information is a trade secret, proprietary, or company confidential. To ensure to the greatest extent that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.
2. Please provide a separate, detailed narrative response to each question, and to each subpart of each question, set forth in this Information Request. If you fail to provide a detailed response, EPA may deem your response to be insufficient and thus a failure to comply with this Information Request, which may subject you to penalties.
3. Precede each response with the number of the question or subpart of the question to which it corresponds. For each document or group of documents produced in response to this Information Request, indicate the number of the specific question or subpart of the question to which the document(s) responds.
4. Should you find at any time after submission of your response that any portion of the submitted information is false, misrepresents the truth or is incomplete, you must notify EPA of this fact and provide EPA with a corrected written response.
5. Any terms that are used in this Information Request and/or its Enclosures that are defined in CERCLA shall have the meaning set forth in CERCLA. Definitions of several such terms are set forth in Enclosure C, *Definitions*, for your convenience. Also, several additional terms not defined in CERCLA are defined in Enclosure C. Those terms shall have the meaning set forth in Enclosure C any time such terms are used in this Information Request and/or its Enclosures.

## **Enclosure E**

### **Information Required**

1. Provide a complete list of all documents removed from the Site between April and December 2009. Your list should include the following information:
  - a. The date of each document;
  - b. A description of each document removed;
  - c. The location (i.e., what building, office, and file cabinet) from which each document was removed;
  - d. The date on which each document was removed;
  - e. The current location of each document.
2. Provide a complete list of all documents from the Site destroyed between April and December 2009. Your list should include the following information:
  - a. The date of each document;
  - b. A description of each document destroyed;
  - c. The location (i.e., what building, office, and file cabinet) in which each destroyed document was previously housed;
  - d. The date on which each document was destroyed;
  - e. The method of destruction.
3. Explain the terms of the business relationship between Almamet GmbH and Almamet USA, Inc., at all times between 2006 and the present.
4. Provide copies of all property, casualty and/or liability insurance policies, and any other insurance contracts removed from the Site which reference Remacor, Inc., Reactive Metals and Alloys Corp., or Rossborough-Remacor, LLC (including, but not limited to, Environmental Impairment Liability, Pollution Legal Liability, Cleanup Cost Cap or Stop Loss Policies, Institutional Controls and Post Remediation Care Insurance). Include any and all policies held providing Remacor, Inc., Reactive Metals and Alloys Corp., or Rossborough-Remacor, LLC with insurance for loss or damage to the Site property.
5. To the extent not provided in Question 4 above, provide copies of all insurance policies removed from the Site that may potentially provide Remacor, Inc., Reactive Metals and Alloys Corp., or Rossborough-Remacor, LLC with insurance for bodily injury or property damage in connection with the Site and/or Remacor, Inc.'s, Reactive Metals and Alloys Corp.'s, or Rossborough-Remacor, LLC's business operations (including, but not limited to, Comprehensive General Liability). Include, without limitation, all primary, excess, and umbrella policies.
6. If there are any such policies from Questions 4 or 5 above, of which you are aware but



have no copies, identify each such policy to the best of your ability by identifying:

- a. The name and address of each insurer and of the insured;
  - b. The type of policy and policy numbers;
  - c. The per occurrence policy limits of each policy; and
  - d. The effective dates for each policy.
7. Provide copies of all documents removed from the Site which identify any insurance brokers or agents who placed insurance for Remacor, Inc., Reactive Metals and Alloys Corp., or Rossborough-Remacor, LLC and/or identify the time period during which such broker or agent acted in this regard.
  8. Provide copies of all documents removed from the Site that evidence, refer, or relate to claims made by, or on behalf of, Remacor, Inc., Reactive Metals and Alloys Corp., or Rossborough-Remacor, LLC, under any insurance policy in connection with the Site. Include any responses from the insurer with respect to any claims.
  9. Provide copies of all documents removed from the Site related to any settlements with any insurer in connection with the Site, or for any claims for environmental liabilities. Include any policies surrendered or cancelled by Remacor, Inc. Reactive Metals and Alloys Corp., or Rossborough-Remacor, LLC or the insurer(s).
  10. Provide copies of any document removed from the Site that references accounts paid, and any accounting files removed from the Site that identify insurance policies belonging to Remacor, Inc., Reactive Metals and Alloys Corp., or Rossborough-Remacor, LLC.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Joseph R. Jackman, President  
Remacor, Inc.  
P.O. Box 366, Route 168  
West Pittsburgh, PA 16160

2. Article Number

(Transfer from service label)

7004 1160 0007 0185 6336 1

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Ronda C. Lutton*☒ Agent☐ Addressee

B. Received by (Printed Name)

Ronda C. Lutton

C. Date of Delivery

12-11-06

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☒ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

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NEW CASTLE PA 15

11 DEC 2006 PM 1

First Class Mail  
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Permit No. 6-10

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Carlyn Prisk (3HS62)  
Civil Investigator  
U.S. Environmental Protection Agency  
1650 Arch Street  
Philadelphia, PA 19103

